

Andrea L. Murray
Debtor/Defendant in Pro Per
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UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION

In re
ANDREA LYNN MURRAY,
Debtor.

Case No. 1:21-bk-11781-MT
Chapter 7
Adv No. 1:22-ap-01010-MT

THE PEOPLE OF THE STATE OF
CALIFORNIA, by and through GEORGE
GASCÓN, Los Angeles County District
Attorney, COUNTY OF LOS ANGELES and
LOS ANGELES COUNTY DEPARTMENT
OF PUBLIC HEALTH ACTING AS THE
LOCAL ENFORCEMENT AGENCY,

Plaintiffs,

v.

ANDREA LYNN MURRAY, and DOES 1-
10;

Defendants

**DEBTOR-DEFENDANT ANDREA LYNN
MURRAY'S DECLARATION IN SUPPORT
OF MEMORANDUM OF POINTS AND
AUTHORITIES IN OPPOSITION TO
PLAINTIFFS' MSJ AND STATEMENT OF
FACTS**

Hearing for Motion for Summary Judgment:

Date: July 8th, 2025

Time: 1:00 p.m.

Place: Courtroom 302

United States Bankruptcy Court
21041 Burbank Boulevard
Woodland Hills, CA 91367

1. I, Andrea Lynn Murray, have personal knowledge of the facts stated herein
and, if called as a witness, could and would testify competently thereto.

2. I am a sixty-two-year-old single mom. I reside with my son in a small adobe home nestled in a little over 13 acres of agricultural land at 12051 Browns Canyon Road, Chatsworth, CA 91311, in the County of Los Angeles (**“The Ranch”**). (EXH. 1 Master Plan pg. 31, EXH. 2 – EXH. 5)
3. I co-own the Ranch Property with Mr. Patrick J. Flannery, (**“Mr. Flannery”**) in which we each possess a 50% undivided interest, but Mr. Flannery has not resided on the Ranch since 2010. (EXH. 6, EXH. 7 PG 4 LINE 18-23)
4. The ranch is zoned A-2 for Heavy Agriculture use and purposes because of its rugged terrain and the need for daily maintenance with heavy farm equipment. (EXH. 1 Pg. 4-8, 13, 16-18, 20-28, EXH. 9-12)
5. Due to the criminal court’s order that no work is to be done on the property or I will be taken into custody and could face potential jail time, the ranch has not been properly maintained since November 18th, 2018, seven years ago. (EXH. 14, EXH. 15,)
6. Overgrown vegetation and abundant wildlife that have taken over the ranch are evidence that the materials were not hazardous and deleterious to plant life and animals. (EXH. 2-5, EXH. 9-12).
7. Historically a horse boarding ranch since the 1970’s, the ranch was home to many equine therapeutic programs and animal rescue adoptions beginning in 2011 until the DA’s order in 2015 to dismantle horse stalls. (EXH. 17-33, EXH. 34)
8. From December 2016 through February 2017, storms in Southern California created dangerous conditions—flooding, mudslides, soil erosion, and washed-out roadways—on the ranch. (EXH. 35-38)

- 1 9. The thick mud prevented safe access to or egress from the ranch, posed
2 evacuation risks, and threatened slope stability around and behind the home.
3 **(EXH. 1 PG. 13, 14, 17, 18, EXH. 34)**
- 4 **10.** The conditions on the ranch were a direct result of the multitude of
5 compliance inspections and continual remedial projects assigned by LA
6 County Agencies which began in 2013 and resulted in a DA's order to remove
7 roughly 150 horse stalls and demolish more than 20 structures on the ranch.
8 This caused the horse boarding business to close and destroyed the beautiful
9 aesthetics of the ranch. **(EXH. 34 – 46, 49 -61)**
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- 12 11. In May of 2015, my husband, Jose Tello, drafted and submitted plans to
13 restore the ranch by constructing horse stalls and dog kennels, in the hopes of
14 re-opening the business. The plans were approved and good for two years,
15 however, we were kept busy with ongoing remedial projects and were not able
16 to implement them. **(EXH. 47-48)**
- 17 12. With no horse stalls and structures to absorb the impact of the harsh torrents of
18 rain pelting the ground and with no structures backing up against the slopes to
19 prevent the hillside from eroding and the subsequent mudslides, the ranch
20 became a flooded mud bath with rivers of mud washing through it, and onto
21 Browns Canyon Road. **(EXH. 66-82)**
- 22 **13.** To address these hazards, Jose, a licensed contractor, drafted plans and
23 ordered and received only inert materials—decomposed granite (“DG”),
24 gravel, rip-rap, broken concrete—for roadways, retaining walls, and
25 catchment basins. No organic, hazardous, or refuse materials were ever
26 brought to the site. **(EXH. 1 PG. 3, 4, 10, 11, 12, 18, EXH. 83- 90)**
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- 1 14. Jose supervised each delivery, directing placement of materials in designated
2 areas according to his plan. DG improved traction and accessibility; rip-rap
3 and broken bricks stabilized slopes and broken concrete created the 2'
4 retaining walls, walkways and patios. **EXH. 1 PG. 3, 4, 10, 11, 12, 18, EXH.**
5 **91-94)**
- 6 15. The materials were used for legitimate agricultural and safety purposes
7 consistent with the operation of a ranch on A-2 zoned property. No willful or
8 malicious intent to harm any person or property was involved. **(EXH. 1, EXH.**
9 **95-115)**
- 10 16. I sought professional advice promptly: in August 2017, I retained Phil
11 Sherman, P.E., to draft a conceptual grading and erosion plan with
12 topographic maps; on January 8, 2018, I retained Dr. John Bollinger,
13 Architect, to conduct an analysis of the materials' quantities, placement and
14 use according to the engineered plans. **(EXH. 1. EXH. 116-117)**
- 15 17. On July 3rd, 2017 in an action brought by Mr. Flannery, Partition Action
16 PC056142, the court ordered that the property remain in status quo condition,
17 unaltered by the Parties, until judgment was issued. Judgment was issued on
18 February 27, 2018. **(EXH. 120, EXH.7)**
- 19 18. In June of 2017, the Dept. of Public Health (**DPH**) ordered the removal of the
20 materials and cited me with codes that prohibited the farm animals from
21 defecating and urinating on the ground, among other things. These were the
22 codes I was cited with;

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24 **11.60.020 – Sanitation of Premises**

25 The owner of any premises shall maintain such premises in a
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1 clean, sanitary condition free from rubbish, refuse, and other wastes at
2 all times, except as provided by the provisions of Division 1, or other
3 applicable laws.
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5 I was, quite obviously, living on a ranch with lots of dirt and
6 lots of animals. The ranch was kept clean, but not, perhaps, by
7 residential standards applicable to city life.
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9 **11.15.050 Deposit of Offensive Substances Prohibited**

10 Except as otherwise provided in this Division 1, no person
11 shall permit the contents of any cesspool, septic tank, water close or
12 sewer, or any sewage effluent, excrement, urine, slop water, butcher
13 offal, market refuse, garbage, rubbish, cans, dead animals, dead
14 fowl, or any other putrid or offensive animal or vegetable matter to
15 remain or to be deposited or discharged upon the surface of the
16 ground on any premises, lot, or in any building, basement, or in any
17 public street, or into or in a manner that might contaminate any
18 standing water, stream, hole, excavation or public place.

19 The NOV failed to take into account that as a fully operational
20 ranch, I had farm animals (i.e. horses, goats, sheep, and dogs) on
21 the premises. Although their area was kept clean, they urinated and
22 defecated on the ground, as large animals do.

23 The NOV also failed to take into account that the ranch
24 bordered the Santa Monica Conservancy's land, and as such, the
25 ranch frequently had wild animals such as deer, coyotes, racoons,
26 rabbits, squirrels, quail, peacocks, Bob Cats, Mountain Lions, and
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1 occasionally bears all of which still frequent the property.

2 Additionally, the NOV failed to take into account that the
3 property is located in a private, isolated area with a private road that is
4 open to the residents only. This road runs through the front of the ranch
5 property. **(EXH.122, 123)**

6 The third and final code, PRC 450015 for Operating a Solid
7 Waste Facility without a permit, failed to take into account that
8 Defendant was operating and maintaining a ranch on rugged A-2
9 property. According to John Bollinger, materials can be stockpiled for a
10 project up until 30 days after the completion of the project. **(EXH.125)**

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12 **1. The Materials Were Not Hazardous**

13 On 6/14/2017, Inspector Jim McCarron, Hazardous Materials Specialist III
14 with LAFD, conducted an inspection of all the materials that were stockpiled
15 and tested for asbestos. No contaminated or hazardous materials nor
16 asbestos were found. If they had, Defendant would have been taken into
17 custody. **(EXH. 124, 125)**

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20 19.Due to mandatory settlement conferences trial preparation and other litigation,
21 I received DPH's Notice of Violation **(NOV)** on June 28th, 2017, at which
22 time I promptly notified my attorney. My attorney was already reaching out to
23 the Dept. of Public Works, **(DPW)** regarding a Stop Work Order **(SWO)** that
24 had been issued on June 1, 2017. **(EXH. 7, EXH. 126-128))**

25 20.I appealed administrative orders promptly and attended multi-agency District
26 Attorney **(“DA”)** Settlement conferences on November 1 and December 19,

1 2017, to clarify that the work constituted maintenance of A-2 property exempt
2 from conditional-use permitting. **(EXH. 128)**

3 21. Multi-agency inspections occurred on February 12 and March 12, 2018, with
4 me, my counsel, the Engineer, and the Architect present to demonstrate
5 compliance and planned use of materials. Dept. of Public Works **(DPW)**
6 inspectors later confirmed that remediation was 99% complete and canceled a
7 scheduled hearing. **(EXH. 130.)**

8 22. Despite these efforts, the Local Enforcement Agency **(“LEA”)** issued
9 conflicting orders—a Cease-and-Desist Order and a Corrective Action
10 Order—calling for both removal of inert materials and cessation of all site
11 operations, rendering compliance impossible. **(EXH. 131)**

12 23. The activity cited involved the maintenance of the ranch using decomposed
13 granite, a natural, non-hazardous material. Contrary to the allegations, by the
14 LAC Agencies and the LEA, the treatment and use of decomposed granite on
15 A-2 property is consistent with proper agricultural maintenance and does not
16 constitute the operation of a dumpsite. **(EXH. 1-all pages, pg 6 footnotes,**
17 **EXH. 31-33, 65-66, 92-94, 97, 104 EXH. 132-146.).**

18 24. Subsequent criminal enforcement, including the search warrant on November
19 28, 2018, the citation under non-existent code provisions with a notice to
20 appear, the probationary restrictions in December 2022 and the ongoing threat
21 of incarceration prevented me from conducting any remedial work or
22 presenting engineered plans to agencies. **(EXH. 13, 15 & 16)**

23 25. All materials stocked and placed on the ranch were accurately accounted for in
24 the “Master Plan,” a 32-page report prepared by Dr. Bollinger and Mr.
25 Sherman, including formulas for weight and volume calculations, before-and-
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1 after photographs, and area-by-area material tables. **(EXH. 1- Tables and**
2 **Exec. Summary, Pg. 3,. Photos at the end, EXH. 132-146)**

3 26. At no time did I operate a commercial landfill, nor did I derive any
4 profit from delivery of inert materials. On the contrary, I bore significant
5 expense for engineering, architectural, labor, equipment maintenance,
6 equipment rental and equipment purchase costs to ensure family and
7 animal safety.
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10 27. When Eric Morofugi, the lead inspector with the LEA appeared
11 at the ranch on October 11, 2018, I was surprised to see him.
12 Especially since he had been less than truthful about the last
13 inspection in August, where the engineer and the architect I
14 retained, walked around the property with him and the other officer,
15 explaining in detail how the materials were used and where. I asked
16 Oscar Castillo to video tape our conversation this time. I asked Eric
17 what had happened at the last inspection because I thought he and
18 the other officers were pretty happy.. He was supposed to tell the
19 officers that the property was 80% remediated and how we used
20 most of the materials but he didn't. Eric said that he wanted to
21 make sure we had the right permits for the work we were doing. I
22 said that my engineer and architect said the work I was doing was
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1 exempt and pointed to the small retaining walls. He knew that the
2 Agencies weren't going to grant me a permit while there was
3 litigation pending and he knew that Nathan Merrick had stopped
4 showing up for the compliance inspections, but I told him again
5 anyway and he acted surprised, even though he'd been at the DA
6 conferences with the Agencies. So, I told him I wasn't operating a
7 dump sight and he said, "Yeah. We know you're not with all the
8 work you're doing". So, my next question was "If you know that,
9 why are you still coming after me ?". He said it was because I
10 needed to get permits. Defendant invited the Officer in to conduct
11 an inspection of the work she was doing but the Officer declined.
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17 29. The LEA's inspection calculations—totaling approximately 9,155 cubic
18 yards—were unsubstantiated, lacked methodological rigor, and conflicted
19 with the detailed professional analyses of the licensed engineer and the
20 architect. Browns Canyon Road's narrow width also made delivery of that
21 volume in the reported timeframe physically implausible (EXH. 1, Page 3,
22 Figure 1, Figure 2)

23 30. I cooperated fully with all inspections and conferences, submitted engineered
24 plans and a 32-page detailed analysis of the materials and the work, and
25 operated in good faith under federal and local regulations. Conflicting
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1 administrative actions and criminal restrictions, however, thwarted any
2 continued compliance efforts. **(EXH. 1, 121, 126-130)**

3 **31.** On October 27th, 2021, after struggling for so long, I filed for Chapter 7
4 Bankruptcy, case # 1:21-bk-11781-MT. and received a no-asset discharge on
5 February 14, 2022. Two Adversary Proceedings arose out of the bankruptcy,
6 the instant case being one of them. **(EXH. 133)**

7 **32.** Since the value of the ranch property was estimated to be in the range of \$1.7
8 million, I was certain at the time of filing that there was enough equity to
9 satisfy her creditors, Mr. Flannery's 50% interest, the mortgage of less than
10 \$200,000, and my homestead exemption of \$600,000 to replace my dwelling.
11 I believed that there would also be more than enough equity to pay for any
12 remedial work required, if the new buyer could not. **(EXH.133)**

13 **33.** On December 1st, 2021, however, the LEA sent a letter to the Trustee, Nancy
14 Zamora, stating that "a cursory review of the site indicates that it will likely
15 cost in excess of \$4,000,000 to remediate the property", which was more than
16 twice the value of the property. As a result the Trustee abandoned the
17 property back to me. **(EXH. 134)**

18 **34.** In November of 2023, the mediator graciously granted a continuance of the
19 mediation, stating that two things were needed in order for the parties to reach
20 a settlement agreement; The LEA needed to identify and state what remedial
21 work, specifically, they were requiring, and I was to find a way to pay for the
22 work and do the work. At the close of mediation, I agreed to allow the LEA's
23 engineers and /or experts to come onto the property to assess what work, if
24 any, needed to be done.
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1 **35.** I listed the ranch in December of 2023 in the hopes that either the new buyer
2 would have the means to complete any remedial work, or, that I would be able
3 to contribute towards any remedial work from the proceeds of the sale. **(EXH.**
4 **135)**

5 **36.** When I inquired as to when the LEA's engineers would like to do an onsite
6 assessment and analysis, I was informed that the LEA was requiring me to
7 hire an engineer to do the analysis because the LEA could not tell me what
8 work they were requiring. The engineer I retained in 2017 passed away, so I
9 asked for a list of engineers to contact. **(EXH. 136)**

10 **37.** The listing agent of the property, Robert Berry, assisted me with contacting
11 the engineering firms. The engineers we contacted were used to working with
12 commercial landfills that needed site remediation before selling to a
13 developer. They did not work with properties that had a residence on them or
14 with residential properties. In addition, they wanted to know the scope and
15 extent of the work that the LEA was requiring, which the LEA had not made
16 available to us yet. **(EXH. 137)**

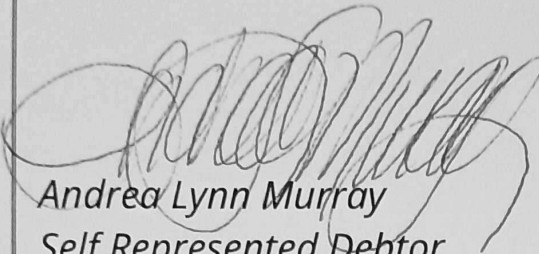
17 **38.** Though there has been a lot of interest in the property from investors and
18 developers, without the proper disclosure and directives from the LEA as to
19 what they require from me, or from a new buyer, there are many deterrents to
20 driving the property to sale. **(EXH. 138)**

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23 I declare under penalty of perjury under the laws of the United States that the
24 foregoing is true and correct.

25 Dated: June 21, 2025

26 Respectfully submitted,
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